



**THIRD AMENDMENT TO TOWN OF CASTLE ROCK SERVICES AGREEMENT
(Chatfield Pump Back Project – Engineering and Design – CRW)**

DATE: November 4, 2025

PARTIES: **TOWN OF CASTLE ROCK**, a Colorado municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 (“Town”).

BURNS & MCDONNELL ENGINEERING COMPANY, INC., a Missouri corporation with a local address of 9191 S. Jamaica Street, Englewood, Colorado 80112 (“Consultant”).

RECITALS:

- I. The Town and Consultant (collectively, the “Parties”) entered into a Services Agreement dated September 20, 2022 (the “Agreement”), which was approved by the Town Council pursuant to Resolution No. 2022-103.
- II. The Town and Consultant entered into the First Amendment to the Agreement dated September 22, 2023 (“First Amendment”) and the Second Amendment to the Agreement dated September 5, 2024 (“Second Amendment”) to extend the term of the Agreement.
- III. The Agreement, First Amendment, and Second Amendment are attached hereto as *Exhibit A-3*.
- IV. The Parties desire to amend the Agreement to add additional services and update the total payment amount by the amount of \$556,551.00, as provided in the supplementary scope of services and fee schedule attached as *Exhibit B-3*, and to extend the completion date of the Services to December 31, 2026 due to the revised scope of services.
- V. The Town and Consultant wish to memorialize these changes in this Third Amendment to the Agreement (“Third Amendment”).

TERMS:

1. **Amendment.** Section 1 of the Agreement is amended to read as follows:

“**Section 1. Scope of Services.** Consultant shall provide design and engineering services in accordance with the scope of services attached as *Exhibit I* to the Agreement and *Exhibit B-3* to the Third Amendment (“Services”).”
2. **Amendment.** Section 2 of the Agreement is amended to read as follows:

“**Section 2. Payment.** Consultant shall invoice Town upon completion of the Services rendered in accordance with the rate and fee schedule set forth in *Exhibit I* to the Agreement and *Exhibit B-3* to the Third Amendment. The Town



may withhold payment, in whole or in part, for the Services found by the Town to be deficient, untimely, unsatisfactory, or otherwise not conforming to this Agreement, or not in conformance with all applicable federal, state, and local laws and ordinances ("disputed Services"). The Town shall not be required to pay for disputed Services until the dispute is resolved. Subject to the foregoing, the Town shall pay such invoices within thirty (30) days of receipt of such invoice. In no event shall the cumulative payments to Consultant under this Agreement exceed **\$905,700.00**, unless authorized in writing by Town."

3. **Amendment.** Section 3 of the Agreement is amended to read as follows:

"**Section 3. Term.** The term of this Agreement shall commence upon execution and expire on **December 31, 2026** (the "Term"). The Parties may mutually agree to extend the Term of this Agreement under the same terms and conditions by executing a written amendment to this Agreement prior to the expiration of this Agreement. Nothing in this Section prohibits the Parties from amending the payment section and/or incorporating an updated rate and fee schedule should the Parties elect to extend the term of the Agreement. Consultant shall complete any Services in progress as of the expiration date unless directed otherwise by the Town. Consultant shall devote adequate resources to assure timely completion of the Services in accordance with the standards specified in this Agreement. Consultant shall perform the Services under this Agreement using a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement. Consultant will obtain and maintain any certifications, certificates, and licenses required to perform the Services. The Town shall have the right to terminate this Agreement at any time with thirty (30) days written notice to Consultant. The Town's only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination. Consultant shall turn over all work product produced up to the date of termination."

4. **Certificate of Insurance.** An updated Certificate of Insurance for Consultant is attached as *Exhibit C-3*.

5. **Ratification.** In all other respects, the Agreement shall remain in full force and effect.

ATTACHED EXHIBITS:

EXHIBIT A-3 – AGREEMENT

EXHIBIT B-3 – SUPPLEMENTARY SCOPE OF SERVICES AND FEE SCHEDULE

EXHIBIT C-3 – CONSULTANT'S UPDATED CERTIFICATE OF INSURANCE

[SIGNATURE BLOCK TO FOLLOW]



ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Gray, Mayor

Approved as to form:

Approved as to content:

Kaitlin Parker, Assistant Town Attorney

Mark Marlowe, Director of Castle Rock Water

CONSULTANT: BURNS & MCDONNELL ENGINEERING COMPANY, INC.

By:

Daniel D. Korinek

(Signature)

Daniel D. Korinek

(Print Name)

Its:

Senior Vice President

(Title)

EXHIBIT A-3

AGREEMENT

CON-2024-0408



**SECOND AMENDMENT TO TOWN OF CASTLE ROCK SERVICES AGREEMENT
(Chatfield Pump Back Project – Preliminary Engineering and Design - CRW)**

DATE: September 5, 2024

PARTIES: **TOWN OF CASTLE ROCK**, a Colorado municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 (“Town”).

BURNS & MCDONNELL ENGINEERING COMPANY, INC., a Missouri corporation with a local address of 9191 S. Jamaica Street, Englewood, Colorado 80112 (“Consultant”).

RECITALS:

- I. The Town and Consultant (collectively, the “Parties”) entered into a Services Agreement dated September 20, 2022 (the “Agreement”), to provide engineering and design services, as set forth in the Agreement. The Agreement was approved by the Town Council pursuant to Resolution No. 2022-103 (the “Resolution”).
- II. The Parties entered into a First Amendment to the Agreement dated September 22, 2023 (“First Amendment”) to extend the term of the Agreement.
- III. The Agreement and First Amendment are attached hereto as *Exhibit A-2*.
- IV. The Parties desire to amend the Agreement to further extend the completion date to September 22, 2025.
- V. The Town and Consultant wish to memorialize these changes in this Second Amendment to the Agreement (“Second Amendment”).

TERMS:

1. **Amendment.** Section 3 of the Agreement is amended to read as follows:

“**3. Term/Completion.** The term of this Agreement shall commence upon execution and expire on September 22, 2025 (the “Term”). The Parties may mutually agree to extend the Term of this Agreement for no more than four (4) additional years under the same terms and conditions by executing a written amendment to this Agreement prior to the expiration of this Agreement on September 22, 2025. Nothing in this paragraph prohibits the Parties from amending the payment section and/or incorporating an updated rate and fee schedule should the Parties elect to extend the term of the Agreement. Consultant shall complete any Services in progress as of the expiration date unless directed otherwise by the Town. Consultant shall devote adequate resources to assure timely completion of the Services in accordance with the standards specified in this Agreement. Consultant shall perform the Services under this Agreement using a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement.”

CON-2024-0408



2. **Certificate of Insurance.** An updated Certificate of Insurance for Consultant is attached as ***Exhibit B-2.***

3. **Ratification.** In all other respects, the Agreement shall remain in full force and effect.

ATTACHED EXHIBITS:

EXHIBIT A-2 – AGREEMENT AND FIRST AMENDMENT

EXHIBIT B-2 – CONSULTANT’S UPDATED CERTIFICATE OF INSURANCE

ATTEST:



TOWN OF CASTLE ROCK

Lisa Anderson
Lisa Anderson, Town Clerk

David L. Corliss
David L. Corliss, Town Manager

Approved as to form:

Signed by:
Kaitlin Parker
Kaitlin Parker, Assistant Town Attorney

Approved as to content:

Signed by:
Mark Marlowe
Mark Marlowe, Director, Castle Rock Water

CONSULTANT:

BURNS & MCDONNELL ENGINEERING COMPANY, INC.

By: *Jason Schaefer*
(Signature)

Jason Schaefer
(Print Name)

Its: Regional GP Manager
(Title)

Previously Executed

CON-2024-0408



EXHIBIT A-2

AGREEMENT AND FIRST AMENDMENT

Previously Executed

CON-2023-0718



FIRST AMENDATORY AGREEMENT
(Chatfield Pump Back Project – Preliminary Engineering and Design)

9/22/2023 | 5:46 PM MDT

DATE: _____.

PARTIES: **TOWN OF CASTLE ROCK**, a Colorado municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 ("Town").

BURNS & MCDONNELL ENGINEERING COMPANY, INC., a Missouri corporation, 9785 Maroon Circle, Suite 400, Centennial, Colorado 80134 ("Consultant").

RECITALS:

- I. The Town and Consultant entered into a Service Agreement on September 20, 2022 (the "Agreement"), to provide engineering and design services set forth in the Agreement, and attached hereto as *Exhibit A-1*.
- II. The parties desire to amend the Agreement to extend the duration of the Agreement.
- III. Through Resolution No. 2022-103, Town Council approved the Agreement and provided that technical changes or modifications thereto may be approved by the Town manager in consultation with the Town Attorney.
- IV. The Town and Consultant wish to memorialize this change in this First Amendatory Agreement to the Agreement ("First Amendatory Agreement").

TERMS:

1. **Amendment.** Section 3 of the Agreement is amended to read as follows:

3. Term/Completion. The term of this Agreement shall commence upon execution of this Agreement and expire on September 22, 2024 (the "Term"). The Parties may mutually agree to extend the Term of this Agreement for no more than five (5) years under the same terms and conditions by a written amendment to this Agreement prior to the expiration of this Agreement. Nothing in this paragraph prohibits the parties from amending the payment section should the Parties elect to extend the term of the Agreement. Consultant shall complete any Services in progress as of the expiration date. Consultant shall devote adequate resources to assure timely completion of the Services in accordance with the standards specified in this Agreement. Consultant shall perform the Services under this Agreement using a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement."
2. **Ratification.** In all other respects, the Agreement shall remain in full force and effect.

ATTACHED EXHIBITS:
EXHIBIT A-1 – AGREEMENT

[SIGNATURE BLOCK TO FOLLOW]



DS

ATTEST:

DocuSigned by:

Lisa Anderson

Lisa Anderson, Town Clerk



TOWN OF CASTLE ROCK

DocuSigned by:

David L. Corliss

David L. Corliss, Town Manager

Approved as to form:

DocuSigned by:

Jenny Nelson

Jenny Nelson, Assistant Town Attorney

Approved as to content:

DocuSigned by:

Mark Marlowe

Mark Marlowe, Director of Castle Rock Water

CONSULTANT:

BURNS & MCDONNELL ENGINEERING COMPANY, INC.

By:

Jason Schaefer

Its:

Jason Schaefer

Previously Executed



EXHIBIT A-1

AGREEMENT

Previously Executed



**TOWN OF CASTLE ROCK
SERVICES AGREEMENT**

(Chatfield Pump Back Project – Preliminary Engineering and Design)

DATE: September 20, 2022

PARTIES: **TOWN OF CASTLE ROCK**, a Colorado municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 (the "Town").

BURNS & MCDONNELL ENGINEERING COMPANY, INC., a Missouri corporation, 9785 Maroon Circle, Suite 400, Centennial, Colorado 80134 ("Consultant").

RECITALS:

- A. The Town issued a Request for Quotes/Proposals/Bids from qualified consultants with expertise in engineering and design services.
- B. Consultant timely submitted its Quotes/Proposals/Bids.
- C. Town wishes to engage Consultant to provide the services more fully described in the following Agreement and Exhibits.

TERMS:

Section 1. Scope of Services. Consultant shall provide design and engineering services in accordance with the scope of services attached as *Exhibit 1* ("Services").

Section 2. Payment. Consultant shall invoice Town upon completion of the Services rendered in accordance with the rate and fee scheduled identified in *Exhibit 1*. The Town shall pay such invoices within 30 days receipt of such invoice. In no event shall the cumulative payment to Consultant exceed \$249,149.00, unless authorized in writing by Town.

Section 3. Term. Consultant shall commence the Services upon execution of this Agreement and complete the Services by September 22, 2023. Consultant shall perform the Services under this Agreement using a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement. The Town shall have the right to terminate this Agreement at any time with 30 days written notice to Consultant. The Town's only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination. Consultant shall turn over all work product produced up to the date of termination.

Section 4. Annual Appropriation. The continuance of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the Town. If the Town fails to appropriate sufficient monies to provide for the continuance of the Agreement, the Agreement shall terminate on the final day preceding the date of the beginning of the first fiscal



year for which funds are not appropriated. The Town's only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination.

Section 5. Subcontractors. Consultant may utilize subcontractors to assist with specialized works as necessary to complete the Services. Consultant will submit any proposed subcontractor and the description of their services to the Town for approval.

Section 6. Assignment. This Agreement shall not be assigned by either party without the written consent of the other party.

Section 7. Notice. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the first page of this Agreement, or at such other address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed given when deposited in the United States mail.

Section 8. Insurance. Consultant agrees to procure and maintain, at his own cost, the following policy or policies of insurance. Consultant shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

A. Consultant shall procure and maintain, and shall cause each subcontractor of the Consultant to procure and maintain a policy with the insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers reasonably acceptable to the Town. All coverage shall be continuously maintained from the date of commencement of services hereunder. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Workers Compensation insurance to cover obligations imposed by the Workers Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employer's Liability insurance with limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease-policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease-each employee.

2. Commercial General Liability insurance with combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.



3. Business Automobile Liability Insurance with combined single limits for bodily injury and property damage of ONE MILLION DOLLARS (\$1,000,000) each accident and TWO MILLION DOLLARS (\$2,000,000) aggregate with respect to each of Consultant's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

4. Professional Liability insurance with limits of ONE MILLION DOLLARS (\$1,000,000) per claim and TWO MILLION DOLLARS (\$2,000,000) aggregate.

B. The policies required above, except Workers' Compensation insurance, Employers' Liability insurance and Professional Liability insurance shall include the Town, its officers and employees, as an additional insured. Every policy required above, except Workers' Compensation, Employers Liability and Professional Liability insurance, if applicable, shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by Consultant. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage caused by completed operations. The Consultant shall be responsible for any deductible losses under each of the policies required above.

C. Certificates of insurance shall be completed by Consultant's insurance agent and submitted at the time of execution of this Agreement as *Exhibit 2* as evidence that policies providing the required coverage, conditions and limits are in full force and effect, and shall be subject to review and approval by the Town. Each certificate shall identify the Project and shall provide that coverage afforded under the policies shall not be cancelled or terminated until at least 30 days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate.

D. Failure on the part of Consultant to procure or maintain policies providing the required coverage, conditions, and limits shall constitute a material breach of contract upon which at the Town's discretion may procure or renew any such policy or any extended connection therewith, and all monies so paid by the Town shall be repaid by Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town.

Section 9. Colorado Governmental Immunity Act. The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$424,000 per person, \$1,195,000 for two or more persons, per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to Town, its officers, or its employees.

Section 10. Indemnification. Consultant expressly agrees to indemnify the Town or any of its officers or employees from all claims for bodily injury and property damage, or claims resulting from Consultant's professional services which are the subject of this Agreement, including, but not limited to, any person, firm, partnership, or corporation, to the extent caused by



the negligent acts, errors or omissions of Consultant or any of their employees or agents in performing work pursuant to this Agreement. In the event that any such suit or action is brought against Town, Town will give notice within ten (10) days thereof to Consultant.

Section 11. Delays. Any delays in or failure of performance by any party of his or its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.

Section 12. Additional Documents. The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

Section 13. Entire Agreement. This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

Section 14. Time. Time is important. If any payment or any other condition, obligation, or duty is not timely made, tendered or performed by either party, then this Agreement, at the option of the party who is not in default, may be terminated by the non-defaulting party, in which case, the non-defaulting party may recover such damages as may be proper.

Section 15. Default and Remedies. In the event either party should default in performance of its obligations under this agreement, and such default shall remain uncured for more than 10 days after notice of default is given to the defaulting party, the non-defaulting party shall be entitled to pursue any and all legal remedies and recover its reasonable attorney's fees and costs in such legal action. In addition, no Party will be entitled to lost profits, economic damages, or actual, direct, incidental, consequential, punitive or exemplary damages in the event of a default.

Section 16. Waiver. A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

Section 17. Governing Law. This Agreement shall be governed by the laws of the State of Colorado in the Douglas County District Court.

Section 18. Independent Contractor. Consultant has completed the Affidavit of Independent Contractor Status, attached as *Exhibit 3*, and submitted same at the time of execution of this Agreement. In addition to the Affidavit, Contractor and the Town hereby represent that Consultant is an independent contractor for all purposes hereunder. Consultant represents and warrants that they are free from the Town's direction and control in the performance of their work or services and that they have an independent business doing the specific type of work or services which are the subject of this Agreement. More specifically, Consultant represents and warrants



that the Town does not control what work or services they will perform or the manner in which such work or services will be performed. As such, Consultant is not covered by any worker's compensation insurance or any other insurance maintained by Town except as would apply to members of the general public. Consultant shall not create any indebtedness on behalf of the Town.

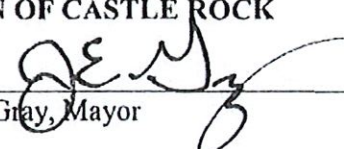
Section 19. No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Town and Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than Town or Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

Section 20. Work with Third-Party Contractors. In the event Consultant works with a third-party contractor to complete the Services for the Town, this Section applies to the Agreement. Consultant shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or safety precautions or programs for which the third-party contractor is responsible for. Nor will Consultant be responsible for a third-party contractor's failure to perform construction work in accordance with contract entered into between the Town and the third-party contractor, nor will Consultant be responsible for damage to the Project site attributable to a third-party contractor, and nothing in this Agreement is intended to create any such responsibility of Consultant. Consultant shall not have control over or charge of, and shall not be responsible for, acts or omissions of a third-party contractor or of any other persons or entities performing construction work pursuant to a construction contract between the Town and the third-party contractor.

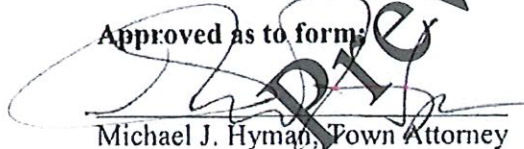
ATTEST:


Lisa Anderson, Town Clerk

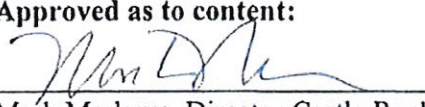
TOWN OF CASTLE ROCK


Jason Gray, Mayor

Approved as to form:

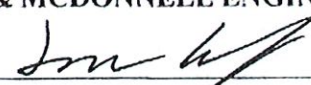

Michael J. Hyman, Town Attorney

Approved as to content:


Mark Marlowe, Director Castle Rock Water

CONSULTANT:

BURNS & MCDONNELL ENGINEERING COMPANY, INC.

By: 

Its: Jason Schaefer





EXHIBIT 1

SERVICES AND FEE SCHEDULE

Previously Executed

Scope of Services

PROJECT NAME:
Chatfield Pump Back Project
Town of Castle Rock

Scope of Services

The Town of Castle Rock's Chatfield Pump Back Project (project) will convey Castle Rock Water's (CRW) stored surface water from the Chatfield Reservoir to the Castle Rock Reservoir # 1 (CR-1/CRR1) and Castle Rock Reservoir #2 (CR-2/CRR2), which is currently in design, via a pipeline and pump station.

The proposed services for the project include planning, preliminary engineering, and 30% design services to provide initial design documents and identification of required permitting and easement acquisitions. The project will evaluate and identify the intake and pump station siting, as well as the alignment of the pipeline, which may parallel to the existing Western Shore Pipeline and the Existing Ravenna Pipeline, potentially within the existing easements. An alignment study and pump station siting study will be performed along with an investigation for use of the existing partnership pump station and intake at Chatfield Reservoir.

TASK SERIES 100 – TEAM COLLABORATION & PROJECT MANAGEMENT

Task 101 – Weekly Project Management and Contract Administration:

Our team will perform weekly Project Management and Contract Administration tasks. These tasks include project staffing, project administration, project management, weekly project oversight of overall project organization and refinements in program administrative planning, QC process, progress reporting, correspondence, and monthly invoicing. The duration of this preliminary design work is expected to take approximately eight (8) months.

Task 102 – Regular Project Meetings (x8):

Our team will prepare for, attend, and conduct a project kick-off meeting and up to eight (8) regular progress meetings at the Town's office. Our team will review the current project status. Agendas and minutes prepared for each meeting will be action items and key project decision tables.

Task 103 – Quality Assurance and Quality Control Reviews:

Our team will perform quality control for the reports, memorandums, and 30% of design documents. Burns & McDonnell has an established, formalized quality control program that is described herein and is mandatory on all projects. A copy of our corporate quality control manual is available upon request.

TASK SERIES 200 – DATA COLLECTION & PAIRED COMPARISON ANALYSIS

Task 201 – Review of Background Documents & Establish Design Criteria:

Our team will review record documents, easement documents, and previous studies (e.g., draft reports for the South Metro Water Supply Authority) provided by the Town. We will also review available geographical information, property ownership, and engineering locate requests. Our findings will be discussed in regular progress meetings to identify design criteria.

Task 202 – Environmental Studies/Due Diligence:

Our in-house environmental scientists will complete a desktop study for threatened/ endangered species, historical, cultural, and wetlands areas to identify if areas at the pump station or along the pipeline alignment would be disturbed during the project construction. The findings of this evaluation will be documented in a brief letter report that would be suitable for submitting to the regulatory agencies.

Task 203 – Paired Comparison Analysis:

Our team will consider the pipeline preliminaries developed for SMWSA and identify optimal pump station locations and waterline alignments to be evaluated with our paired comparison analysis (PCA) tool. A brief technical memorandum to communicate findings and recommendations will be submitted to CRW. The PCA will focus on evaluating the technical, environmental, and social impacts of the alternatives identified. The technical memorandum will include analysis and dialogue in regard to the paired comparison and evaluation of the associated project costs.

TASK SERIES 300 – PRELIMINARY 30% DESIGN & BASIS OF DESIGN REPORT**Task 301 – Develop Preliminary Design (30%):**

We will develop 30% design drawings which will include:

1. Coversheet, index sheet, and preliminary general notes
2. Preliminary pump station layout drawings and plan view drawings of the pipeline
3. Typical details and preliminary details for appurtenances

Drawings shall be 22 inches x 34 inches, with a plan scale of 1 inch = 50 feet; or as otherwise appropriate and acceptable to the Town. All drawing graphics shall fit on 11-inch x 17-inch paper when reduced to half size.

Task 302 - 30% Engineer's Opinion of Probable Construction Cost (EOPCC) & Project Schedule:

Our team will prepare the EOPCC and anticipated schedule for the project based on the 30% design documents. The EOPCC will be submitted along with the 30% design documents. The EOPCC and schedule will be based on recent bid tabulation information, historical cost data, and discussions with local suppliers and contractors.

Task 303 – Basis of Design Report:

Our team will prepare a Basis of Design Report (BDR) to be submitted along with the 30% design documents for review and comment by the Town. The BDR will include:

1. The pump station siting location(s) includes consideration for the existing temporary pumping station location at Chatfield Reservoir.
2. Consideration for a partnership
3. The pipeline alignment
4. Pipeline material and sizing recommendation
5. Consideration for abandonment of the existing 16-inch fiberglass Ravenna pipeline
6. Other pertinent information evaluated, discussed, and recommended during the Preliminary Design Phase of the project.

TASK SERIES 400 – PERMITTING & EASEMENTS

Task 401 – Identify Permitting Requirements & Technical Memorandum:

Our team will research the regulatory requirements for the project and meet with each of the regulatory agencies identified in the proposal (1x) to develop a Permitting Plan. We will review the Town's identified permits and identify additions/subtractions. Our team will develop a permitting matrix with the permit title, permit issuer, permit holder, range of permit fees, requirements, and the timeline for acquiring. The findings and recommendations of the regulatory and permitting requirements will be summarized and submitted to CRW in a Technical Memorandum.

Task 402 – Identify Easement (Land Acquisition) Requirements & Technical Memorandum:

Our team will research the property ownership, ROW, and available existing easement information along the selected pipeline alignment and at the recommended pump station site. We will develop a property ownership map. The property ownership map will help evaluate the route selection for permanent and temporary easement requirements (Easement Plan). The findings and recommendations of the Easement Plan will be summarized and submitted to the Town in a Technical Memorandum.

TASK SERIES 500 – PARTNERSHIP COORDINATION

If the Town elects not to partner with another entity, Task 500 may be deducted less the cost of work incurred to date.

Task 501 – Partnership Coordination Meetings (x5):

Our team will host, develop agendas, and prepare minutes for up to five (5) virtual partnership coordination meetings. We will review the project objectives, goals, partnership assets, and Chatfield water exchanges with the potential partners to develop appropriate design criteria for the project. Our minutes prepared after each meeting will include a table of decisions made and actions required.

Task 502 – Partnership Review and Partnership Basis of Design Recommendations:

Our team will review potential partnership opportunities with another entity to feed Chatfield Reservoir water and Chatfield water exchanges to the new pump station/pipeline. We will review potential partner(s) existing assets, compatibility with the project (Chatfield water/water exchanges) and document the findings and recommendations in the BDR.

Schedule of Hourly Professional Service Billing Rates

<u>Position Classification</u>	<u>Classification Level</u>	<u>Hourly Billing Rate</u>
General Office *	5	\$67.00
Technician *	6	\$85.00
Assistant *	7	\$102.00
	8	\$138.00
	9	\$166.00
Staff *	10	\$189.00
	11	\$209.00
Senior	12	\$232.00
	13	\$254.00
Associate	14	\$262.00
	15	\$265.00
	16	\$268.00
	17	\$270.00

Previously Executed



EXHIBIT 3

**TOWN OF CASTLE ROCK
AFFIDAVIT OF INDEPENDENT CONTRACTOR STATUS**

I, Jason Schaefer (print name), an authorized representative of **BURNS & MCDONNELL ENGINEERING COMPANY, INC.**, holding legal authority to sign this Affidavit declare under oath that I am 18 years or older and have the capacity to sign this Affidavit.

In accordance with Section 8-70-115, C.R.S., I certify the following:

- With respect to the Agreement, I represent and warrant that it is my express intention to be employed as an independent contractor of the Town of Castle Rock (the "Town") for purposes of performing the work or services which are the subject of the Agreement. I understand and confirm that the Town reasonably relied on this intention in entering into the Agreement.
- The Town does not require I work exclusively for the Town, except that I may choose to work exclusively for the Town for a finite period of time specified in the document.
- The Town does not establish a quality standard for the work or services performed pursuant to the Agreement, except that the Town may provide plans and specifications regarding the work but cannot oversee the actual work or provide instruction as to how the work is performed.
- The Town does not pay a salary or hourly rate but rather a fixed or contract rate, as noted in the terms and conditions of the Agreement, and any Exhibits made part of the Agreement.
- The Town cannot terminate the work or services performed during the contract period unless otherwise agreed to in the terms and conditions of the Agreement.
- I am not provided with anything, if at all, more than minimal training from the Town.
- The Town does not provide me with tools or benefits for the performance of the work or services which are the subject of the Agreement, except materials and equipment may be supplied.
- The Town does not dictate the time of performance, except that a completion schedule and a range of mutually agreeable work hours may be established in the Agreement.



- The Town does not pay me personally but rather makes checks payable to the trade or business name of the entirety for which I am employed and who is a party to the Agreement; and the Town does not combine their business operations in any way with the entity's business, but instead maintains such operations as separate and distinct.
- I understand that if a professional license to practice a particular occupation under the laws of the State of Colorado requires the exercise of a supervisory function with regard to the work of services performed under this Agreement, such supervisory role shall not affect the independent contractor relationship with the Town.
- **I UNDERSTAND THAT I AM NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY ME OR THE ENTITY FOR WHICH I AM EMPLOYED.**
- **I UNDERSTAND THAT I AM OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON MONEYS PAID PURSUANT TO THE AGREEMENT.**

CONTRACTOR/CONSULTANT/VENDOR

BURNS & MCDONNELL ENGINEERING COMPANY, INC.

By: _____

Name Jason Schaefer

STATE OF COLORADO)

) ss.

COUNTY OF Douglas)

The foregoing instrument as acknowledged before me this 8 day of SEPTEMBER, 2022 by KATIE SINGSON as NOTARY PUBLIC of the above mentioned Contractor/Consultant/Vendor.

Witness my official hand and seal.

My commission expires: 5/29/2023

K Simpson

Notary Public





CERTIFICATE OF LIABILITY INSURANCE

12/1/2022

DATE (MM/DD/YYYY)

9/12/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kctsu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL (A/C, No): ADDRESS:														
INSURED 1334921 BURNS & MCDONNELL ENGINEERING COMPANY, INC. PO BOX 419173 KANSAS CITY MO 64141-6173 LEBRASSE, KYLE	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Liberty Mutual Fire Insurance Company</td> <td>23035</td> </tr> <tr> <td>INSURER B: Westchester Fire Insurance Company</td> <td>10030</td> </tr> <tr> <td>INSURER C: Steadfast Insurance Company</td> <td>26387</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Liberty Mutual Fire Insurance Company	23035	INSURER B: Westchester Fire Insurance Company	10030	INSURER C: Steadfast Insurance Company	26387	INSURER D:		INSURER E:		INSURER F:	
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COVERAGES * **CERTIFICATE NUMBER:** 18865889 **REVISION NUMBER:** XXXXXXXX

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR (NSD) WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXPI (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:	Y	N	TB2-641-432888-031	12/1/2021	12/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	N	AS2-641-432888-041	12/1/2021	12/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTIONS	N	N	G21986410017	12/1/2021	12/1/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N	WC2-641-432888-011	12/1/2021	12/1/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROFESSIONAL LIABILITY	N	N	EOC 7042179-01	12/1/2021	12/1/2022	\$2,000,000 PER CLAIM; \$2,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

RE: B&M PN TBD, TOWN OF CASTLE ROCK CHATFIELD PUMP BACK PROJECT. THE TOWN OF CASTLE ROCK, ITS OFFICERS AND EMPLOYEES, ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, AS REQUIRED BY WRITTEN CONTRACT. THIRTY (30) DAYS NOTICE OF CANCELLATION BY THE INSURER WILL BE PROVIDED TO THE CERTIFICATE HOLDER, TEN (10) DAYS NOTICE IN THE EVENT OF NONPAYMENT OF PREMIUM.

CERTIFICATE HOLDER

18865889
 TOWN OF CASTLE ROCK
 100 N. WILCOX STREET
 CASTLE ROCK CO 80104

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M. Agnello

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CON-2024-0408



EXHIBIT B-2

CONSULTANT'S UPDATED CERTIFICATE OF INSURANCE

Previously Executed



CERTIFICATE OF LIABILITY INSURANCE

12/1/2024

DATE (MM/DD/YYYY)

11/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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COVERAGES * **CERTIFICATE NUMBER:** 18865889 **REVISION NUMBER:** XXXXXXXX

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	N	TB2-641-432888-473	12/1/2023	12/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	N	AS2-641-432888-043	12/1/2023	12/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	☐ UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED \$ RETENTION \$	N	N	G21986410019	12/1/2023	12/1/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC2-641-432888-013	12/1/2023	12/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROFESSIONAL LIABILITY	N	N	EOC 7042179-03	12/1/2023	12/1/2024	\$2,000,000 PER CLAIM; \$2,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: B&M PN TBD. TOWN OF CASTLE ROCK CHATFIELD PUMP BACK PROJECT. THE TOWN OF CASTLE ROCK, IT'S OFFICERS AND EMPLOYEES, ARE ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, AS REQUIRED BY WRITTEN CONTRACT. THIRTY (30) DAYS NOTICE OF CANCELLATION BY THE INSURER WILL BE PROVIDED TO THE CERTIFICATE HOLDER, TEN (10) DAYS NOTICE IN THE EVENT OF NONPAYMENT OF PREMIUM).

CERTIFICATE HOLDER 18865889 TOWN OF CASTLE ROCK 100 N. WILCOX STREET CASTLE ROCK CO 80104	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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EXHIBIT B-3

SUPPLEMENTARY SCOPE OF SERVICES AND FEE SCHEDULE

Exhibit A – Scope of Services

PROJECT NAME:

Chatfield Pump Back Project – Preliminary Design & NEPA Determination

The fee estimate is based on the following scope items, should any of the scope items change this will be considered supplemental services and require an amendment:

- ▶ Design through 20% of a 6 MGD intake pump station
- ▶ Design through 20% of a 6 MGD booster pump station
- ▶ Design through 20% of a raw water storage tank (size to be determined)
- ▶ Conceptual design (5% basis of design) of 12 miles of new raw waterline (diameter to be determined)
- ▶ Design through 20% of approximately 5.5 miles of new raw waterline between Chatfield Reservoir and the new booster pump station (the portion of the project anticipated to be constructed near-term under Phase 1 Construction to provide water to the Ravenna Golf Course)
- ▶ Preliminary hydraulic analysis of the entire new raw water system from Chatfield Reservoir to CRR-1/CRR-2
- ▶ Identification of permitting requirements
- ▶ Identification of land acquisition/easement requirements
- ▶ Preparation of a written request for NEPA determination, including environmental, cultural, and historical studies

The Scope of Services is as follows:

Task Series 100 – Project Management and Meetings

Task 101 – Weekly Project Management and Contract Administration

The Engineer's project manager will review project status, review project schedule, review project deliverables, and align resources including sub-consultants. The task also includes an internal weekly progress meeting with the design team. The project manager will utilize the monthly invoicing format provided by the Owner and supplement its monthly status report, as necessary, to include the following items:

- ▶ Budget tracking
- ▶ Schedule update

The duration of this preliminary design work (through 10% design) is anticipated to take approximately six (6) months.

Task 102 – Biweekly Design Progress Meetings

Engineer will conduct biweekly design progress meetings. These meetings will be held at the Owner's offices and are expected to last one (1) hour each. The duration of this preliminary design work (through 20% design) is anticipated to take approximately six (6) months or 26 weeks. Biweekly design progress meetings will not

be held on weeks where there are design review workshops (Basis of Design Report) nor on the week of the Project Re-Kickoff meeting. Therefore, this task assumes a total of eleven (11) onsite design progress meetings.

Task 103 – Project Re-Kickoff Meeting

Engineer will lead a Project Re-Kickoff meeting at the Owner's offices. This meeting is expected to last one (1) hour. During the Project Re-Kickoff meeting the project team will discuss the following:

- ▶ Discuss project background and overview
- ▶ Define project goals, including design criteria
- ▶ Discuss activities and deliverables
- ▶ Discuss scope of work
- ▶ Establish a project schedule
- ▶ Identify key project issues
- ▶ Identify key personnel who are to provide input on the project, and
- ▶ Get initial input on design items

Task 104 – Site Visit

Engineer will conduct an initial site investigation of the proposed intake pump station location on the eastern shore of Chatfield Reservoir, the proposed booster pump station and tank location, and the proposed pipeline alignment. The site visit is anticipated to last approximately five (5) hours, including travel time.

Task 105 – Basis of Design Report Workshop

After the Owner has had an opportunity to review the draft Basis of Design Report, Engineer will conduct Basis of Design Report review meeting at the Owner's offices. This meeting is expected to last two (2) hours. The purpose of this meeting is to provide the Owner and Engineer an opportunity to clarify Owner comments on the document. Comments will be incorporated into the final Basis of Design Report as applicable.

Task Series 200 – Field Data Collection and Studies

Task 201 – Review Existing Documents

Engineer will review reports/design documents and data provided by the Owner to support understanding of the project. This information will be used to generate a baseline for the planning and design of the project.

Task 202 – Environmental Desktop Study

Engineer's in-house environmental scientists will complete a desktop study for federal and state threatened/endangered species, critical habitats, riparian zones, and wetlands areas to assess the potential project impacts at the pump stations or along the pipeline alignment. The desktop study will cover the entirety of the project area from Chatfield Reservoir to CRR-1/CRR-1 (a corridor of approximately 12 miles). The findings of this evaluation will be documented in a brief letter report for submission to the regulatory agencies by Engineer.

Task 203 – Habitat, Threatened & Endangered Species, and Raptor/Nesting Bird Assessment

Based on the results of the desktop habitat assessment (Task 202), the Engineer's in-house environmental scientists will visit the site to complete a habitat assessment field survey for federal and state threatened and endangered species, raptors and nesting birds along the buffer surrounding the route, pump station locations, and expected contractor working areas. The habitat assessment field survey will only cover the portion of the project area to be constructed in the near-term from Chatfield Reservoir to the new booster pump station location (a corridor of approximately 5.5 miles). The findings of this evaluation will be documented in a brief letter report for submission to the applicable agencies by Engineer.

If federal and state threatened or endangered species habitats are identified, habitat limits and recommendations for future additional study will be included in the report. This scope does not include presence/absence surveys, special status trapping, counts, or similar services; these could be added through amendment if required. The environmental scientist will make recommendations regarding future permitting based on required construction activities and the discovery of federal and state threatened and endangered species, raptors and nesting bird habitats. If this work triggers a federal or state permit, this will be specifically communicated to the Owner and can be added through an amendment.

Clarifications:

- ▶ No species-specific surveys or trapping are included in this scope.
- ▶ If changes to the project footprint occur after the survey, additional scope will be required.
- ▶ Right-of-entry and access will be granted ahead of surveys.
- ▶ Surveys will not be delayed due to weather or lack of access.

Task 204 – Environmental Studies and Reports – Wetland Delineation

Based on the results of the desktop review (Task 202), the Engineer's in-house wetland specialist will visit the site and evaluate the pump station locations, route and expected contractor working areas for wetlands and other waterbodies. This field visit will verify previous findings or discoveries made through desktop analysis. The wetland delineation will only cover the portion of the project area to be constructed in the near-term from Chatfield Reservoir to the new booster pump station location (a corridor of approximately 5.5 miles). The findings of this evaluation will be documented in a letter report. Wetlands and other waterbodies, when present, will be delineated with a sub-meter-accurate GPS. These GPS limits will be included in the design drawings. The wetland specialist will make recommendations regarding future permitting based on the required construction and location of wetlands and other waterbodies. If the work triggers a federal or state permit, this will be specifically communicated to the Owner and can be added through an amendment.

Clarifications:

- ▶ The wetland delineation will include one (1) pipeline alignment. If changes to the alignment occur after the survey, additional scope will be required.
- ▶ Right-of-entry and access will be granted ahead of surveys.
- ▶ Surveys will not be delayed due to weather or lack of access.

Task 205 – Cultural File Search and Literature Review

Engineer's in-house cultural resources specialist will conduct a file search and literature review of the project's Area of Potential Effect (APE) for cultural and historical resources using state and public records and databases. The cultural file search and literature review will cover the entirety of the project area from

Chatfield Reservoir to CRR-1/CRR-1 (a corridor of approximately 12 miles). The findings of this evaluation will be documented in a letter report. The report will include recommendations for Class III Surveys to comply with Section 404 permitting needs. If Class III Surveys are required, additional scope will be needed and can be added through an amendment.

Task 206 – Bathymetric Survey

Engineer will subcontract with a licensed surveyor, Encompass Services, to conduct a bathymetric survey of Chatfield Reservoir near the proposed intake location and provide a bathymetric map suitable for detailed design. Survey transect lines will be run a minimum 25 ft. on center, with data collected continuously along survey lines to produce contour lines at 1 ft. intervals. The horizontal positioning of the bathymetry will be in Colorado State Plane Coordinate system. All elevations will be referenced to the National Vertical Datum of 1988 (NAVD88).

Task Series 300 – Basis of Design and Preliminary Design

Task 301 – Basis of Design Report

Engineer will prepare a Basis of Design Report (BDR) to document design decisions with the Castle Rock Water team prior to moving into preliminary (20%) design. The BDR will include:

- ▶ Project purpose and overview
- ▶ Intake pump station siting location
- ▶ Booster pump station and tank siting location
- ▶ Intake and booster pump station configurations
- ▶ Tank type and size recommendation
- ▶ Raw waterline alignment from Chatfield Reservoir to CRR-1/CRR-2 (approximately 12 miles)
 - Including evaluation of up to three (3) raw waterline alternative alignments near the Rampart Range Road and Waterton Road crossing
- ▶ Raw waterline material and sizing recommendations
- ▶ Preliminary raw waterline hydraulics
- ▶ Preliminary plan for electrical service for the intake pump station and the booster pump station
- ▶ Preliminary structural and architectural sections and identification of applicable design codes
- ▶ Permitting requirements

As part of the BDR, Engineer will prepare an AACE Class 5 engineer's opinion of probable cost (EOPCC) for the project. The EOPCC will include up to two alternative pipeline diameters and up to two pipeline materials. The cost opinion will be based on recent bid tabulation information, historical cost data, and discussions with local suppliers and contractors.

Estimates, schedules, forecasts, and projections prepared by Engineer relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on Engineer's experience, qualifications, and judgment as a professional. Since Engineer has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws

(including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, Engineer does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by Engineer.

The Owner will be given at least two weeks to review the BDR prior to holding the BDR Workshop. PDF documents will be provided to the Owner for review. This task includes one (1) draft BDR and one (1) final BDR.

Task 302 – Preliminary (20%) Design Documents

Drawings and specifications will be provided by Engineer at the 20% design level. The 20% documents will include the following, as needed:

- ▶ Plan View of Pipelines and Connections
 - For the portion of the new raw waterline alignment from Chatfield Reservoir to the new booster pump station only (approximately 5.5 miles)
- ▶ Civil Drawings – Existing Conditions Plan and Site Plan
- ▶ Architectural Drawings – Elevations of Proposed Buildings
- ▶ Structural Drawings – Floor Plans
- ▶ Process Drawings – Floor Plan
- ▶ Electrical Drawings – One Line Drawings
- ▶ Process Instrumentation Diagram

The Owner will be given at least two weeks to review the drawings prior to submitting to the USACE as part of the NEPA determination process. PDF documents will be provided to the Owner for review.

Clarifications:

- ▶ Topographical survey, utility locates, geotechnical investigations, and utility potholing are not included in this scope of work. Elevation data for the Preliminary (20%) Design Documents will be based on existing 1-foot contour data from available databases, such as the Denver Regional Council of Governments (DRCOG).

Task 303 – Quality Control/Quality Assurance

The Engineer's project team will follow Engineer's Quality Control/Quality Assurance (QA/QC) program. This task includes internal review of the Basis of Design Report and Preliminary (20%) Design Documents.

Task Series 400 – Permitting

Task 401 – Identify Permitting Requirements & Critical Path Schedule

Engineer will conduct a regulatory evaluation and prepare a required permitting matrix that identifies known required permits, licenses, agreements, and similar approvals required for design and construction of the project. Engineer will prepare a permitting critical path schedule that is tied to the project design milestones. The required permitting matrix and critical path schedule will be continuously updated, as necessary.

Task 402 – Meetings with United States Army Corps of Engineers (USACE)

Engineer will attend up to four (4) meetings with USACE to discuss permitting requirements for the project. These meetings are expected to last one (1) hour each. One (1) of these meetings is assumed to be held in-person at the USACE Tri-Lakes Office. The remaining three (3) meetings will be held virtually via conference call.

Task 403 – Meetings with Colorado Parks & Wildlife (CPW) and Chatfield State Park

Engineer will attend up to two (2) meetings with CPW and the manager of Chatfield State Park to discuss permitting requirements for the project. These meetings are expected to last one (1) hour each. One (1) of these meetings is assumed to be held in-person at the Chatfield State Park Office. The remaining meeting will be held virtually via conference call.

Task 404 – Meetings with Douglas County

Engineer will attend up to two (2) meetings with Douglas County to discuss permitting requirements for the project. These meetings are expected to last one (1) hour each and will be held virtually via conference call.

Task 405 – Other Jurisdictional Meetings

Engineer will attend up to six (6) meetings with authorities having jurisdiction within the project area to discuss permitting requirements for the project. These meetings are expected to last one (1) hour each and will be held virtually via conference call. Jurisdictional authorities may include the United States Fish and Wildlife Service (USFWS), the Colorado Department of Public Health and Environment (CDPHE), the Colorado Office of Archeology and Historic Preservation (OAHP), and Mile High Flood District (MHFD).

Task 406 – Utility Owner Meetings and Coordination

Engineer will attend up to six (6) meetings with utility owners in the project area to discuss crossing and permitting requirements. These meetings are expected to last one (1) hour each and will be held virtually via conference call. Utility owners may include Denver Water, Xcel Energy, AT&T, Lumen Technologies (Century Link), CORE Electric Cooperative, Dominion Water and Sanitation District, Roxborough Water and Sanitation District

Task 407 – National Environmental Policy Act (NEPA) Process

Engineer will prepare a written request for a NEPA determination to be submitted to the USACE Tri-Lakes Operation Department who will then submit to the USACE Planning Department in Omaha. The written request is anticipated to include the following:

- ▶ Project details and overview, including conceptual drawings of the project area
 - For the portion of the new raw waterline alignment from Chatfield Reservoir to the new booster pump station only (approximately 5.5 miles)
- ▶ Anticipated cut and fill balance and summary of proposed impact mitigation to Chatfield Reservoir
- ▶ Compliance with Section 106 of the National Historic Preservation Act (NHPA)
- ▶ ADA compliance for any facilities associated with the project, including the pump stations
- ▶ Real estate requirements
- ▶ Narrative of why there are no viable alternatives for the location of the new intake pump station

It is assumed that the NEPA determination on the Project is a Categorical Exclusion (CE). All CE materials will be prepared and submitted to the USACE.

If the USACE requires an Environmental Assessment (EA), additional scope will be required and can be added through an amendment.

Task Series 500 – Easement Acquisitions

Task 501 – Identify Easement (Land Acquisition) Requirements

Engineer's in-house right-of-way (ROW) agents will evaluate property ownership online for up to twelve (12) parcels, including pulling vesting deeds, existing ROW, and existing Owner easement information along the proposed raw waterline alignment and facility sites. Engineer's ROW agents will identify permanent and temporary easement needs for the intake pump station, booster station, storage tank, and raw waterline. Findings and recommendations will be compiled and delivered to the Owner in a memorandum to support route selection and acquisition strategy.

Task 502 – Obtain Right-of-Entry Agreements

Engineer will work with the Owner to obtain right-of-entry agreements and special access permits for the environmental field surveys. It is anticipated that one (1) special access permit will be required for field activities performed on USACE owned property. This task assumes that up to twelve (12) right-of-entry agreements may be required.

Task Series 600 – Hydraulic Modeling

Task 601 – Preliminary Hydraulic Model Evaluation

Engineer will develop a hydraulic model of the raw water pipeline in Bentley's *WaterGEMS* software based on the preliminary alignment in the Basis of Design Report. The preliminary hydraulic model evaluation will cover the entirety of the project area from Chatfield Reservoir to CRR-1/CRR-1 (a corridor of approximately 12 miles). This model will be used to analyze the hydraulic performance of various pipeline material and diameter combinations to inform final selection for design. This model will be leveraged to inform preliminary design flow and head requirements for the intake pump station, and to determine the necessity of an intermediate booster pump station facility.

Scenario development will be limited to:

- ▶ Up to four (4) pipeline materials (two metallic and two plastic materials assumed).
- ▶ Up to three (3) pipeline sizes (20-inch, 24-inch, and 30-inch sizes assumed).
- ▶ Up to two (2) flow rates based on guidance from the Owner.
- ▶ One (1) alignment alternative.

Assumptions and Clarifications

- ▶ It is assumed that federal funding will not be utilized for this project.
- ▶ Topographical survey, utility locates, geotechnical investigations, and utility potholing are not included in this scope of work.

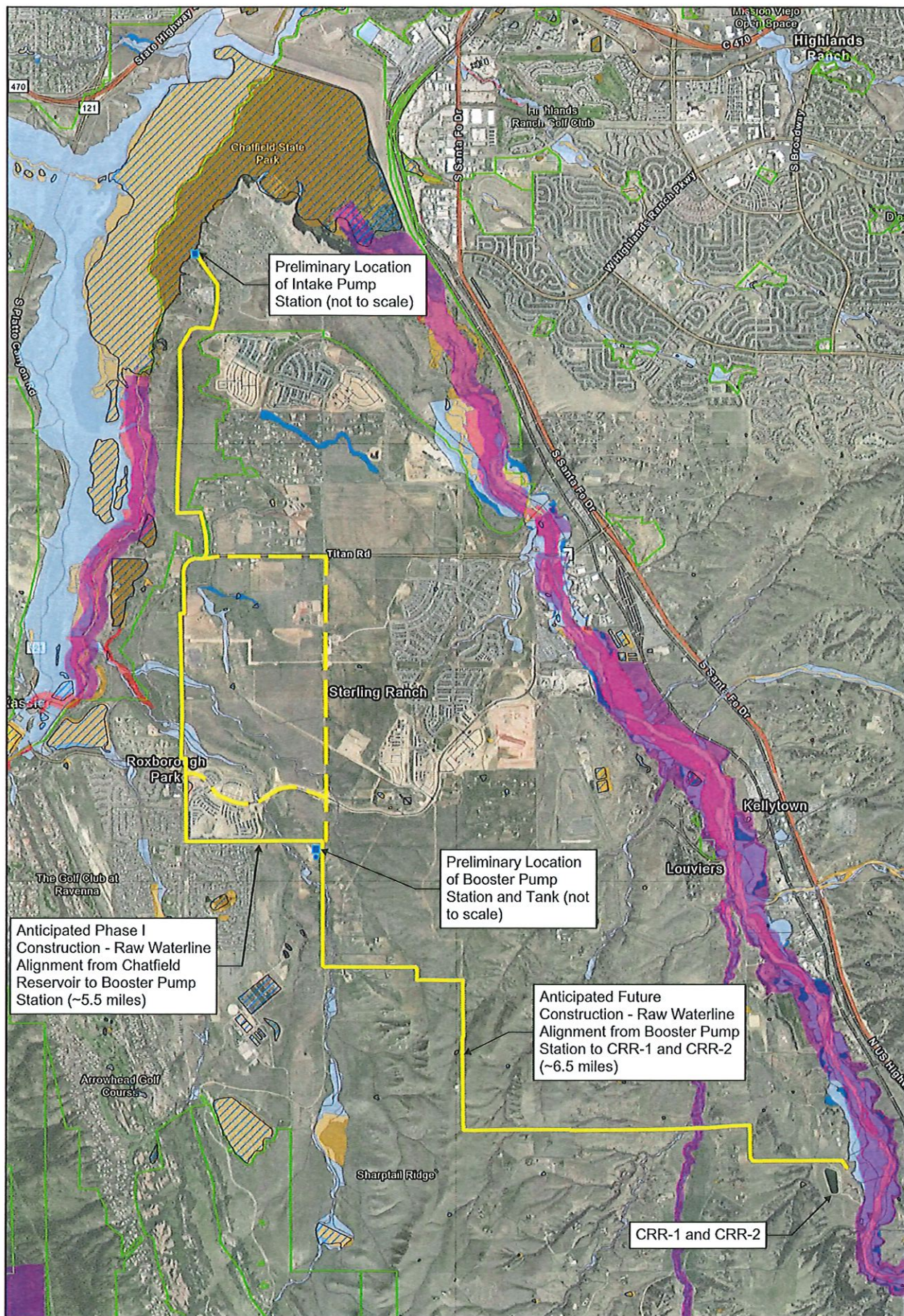
- ▶ For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subconsultants, the client shall pay the cost to Burns & McDonnell plus 10%.
- ▶ The services of contract/agency and/or any personnel of a Burns & McDonnell subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
- ▶ The rates shown in the fee document are effective for services through December 31, 2025, and are subject to revision thereafter.

Exhibit B - Fee Breakdown

Project Manager	Design Manager	Pipeline Engineer	Process Engineer	Civil	Structural	Architectural	Electrical & I&C	Environmental & Permitting Lead	Environmental Scientist	Cultural & Historical Specialist	Right of Way Specialist	Construction Cost Estimator	Hydraulic Engineer	CAD Designers	Restoration Designers	Quality Control
Anna Carlson, PE	Wesley, PE	Michelle Bailey, PE	Haley Nelson, PE	Joel Lee, PE	John Gomez, PE	Ryan Ling, SA	Vernie Pankov, PE	Angie Cates	Britt Summestad	Cole Boggs, CPA	Brittany Kesting	Mike Huber	Doug Albrecht, PE	Kristen Nichols Ariel Dorman	Brandon Manning Amanda Branson	Nancy Branson, PE Kylie Branson, PE
60	8	8	8					8		4						
3	3	3	3		3			3								
5	5	5	5	5												
84	25	25	25	5	8	0	0	11	0	4	0	0	0	0	0	0
2	2	2	2					20	12							
4	2		2					36	40							
4	4							20	80	54						
8	4		2													
26	16	6	8	0	0	0	0	76	142	94	0	0	0	0	0	0
8	30	80	100	12	20	8	8					40				
8	140	80	20	40	20	140	20						120		240	12
2	75	160	240	28	40	240	28	0	0	0	0	40	0	120	240	24
25	4							4	40	2	1					
5	5							8								
4	4							8			2					
12	6						8				2					
20	4							40	8							
89	39	0	8	8	0	0	8	78	48	2	8	0	0	0	0	0
2	2															
10	10															
12	2	0	8	0	0	0	0	0	0	0	48	0	0	0	0	0
2	4	0	0	0	0	0	0									
2	4	0	0	0	0	0	0	0	0	0			1.00		0	0
241	141	186	268	41	48	28	36	162	190	100	77	40	140	120	240	24

Task Series 100	Project Management and Meetings	
	Task 101	Project Management Administration
	Task 102	Weekly Status Report (WRS) Prep
	Task 103	Weekly Status Report (WRS) Review
	Task 104	Task Meeting
Task Series 200	First Series 200 and Studies	
	Task 201	First Series 200 Report (FWR) Prep
	Task 202	First Series 200 Report (FWR) Review
	Task 203	Environmental Detective Study
	Task 204	Environmental Determination
Task Series 300	Baseline Characterization and Regulatory Design	
	Task 301	Baseline Characterization
	Task 302	Baseline Design Drawing (BDD) Prep
	Task 303	Quality Control / Quality Assurance
	Task 304	Quality Control / Quality Assurance
Task Series 400	Permitting	
	Task 401	State Permitting Requirements and Criteria
	Task 402	State Permitting Requirements and Criteria (FWS)
	Task 403	Meetings with Colorado Parks & Wildlife (CPW) and Certified State Parks
	Task 404	Meetings with Douglas County
Task Series 500	NEPA Process	
	Task 501	NEPA Process
	Task 502	NEPA Process
	Task 503	NEPA Process
	Task 504	NEPA Process
Task Series 600	Estimate Acquisitions	
	Task 601	Estimate Acquisitions
	Task 602	Estimate Acquisitions
	Task 603	Estimate Acquisitions
	Task 604	Estimate Acquisitions
Task Series 700	Hydraulic Modeling	
	Task 701	Hydraulic Modeling
	Task 702	Hydraulic Modeling
	Task 703	Hydraulic Modeling
	Task 704	Hydraulic Modeling
Task Series 800	Hydraulic Modeling	
	Task 801	Hydraulic Modeling
	Task 802	Hydraulic Modeling
	Task 803	Hydraulic Modeling
	Task 804	Hydraulic Modeling
Task Series 900	Hydraulic Modeling	
	Task 901	Hydraulic Modeling
	Task 902	Hydraulic Modeling
	Task 903	Hydraulic Modeling
	Task 904	Hydraulic Modeling
Task Series 1000	Hydraulic Modeling	
	Task 1001	Hydraulic Modeling
	Task 1002	Hydraulic Modeling
	Task 1003	Hydraulic Modeling
	Task 1004	Hydraulic Modeling
Task Series 1100	Hydraulic Modeling	
	Task 1101	Hydraulic Modeling
	Task 1102	Hydraulic Modeling
	Task 1103	Hydraulic Modeling
	Task 1104	Hydraulic Modeling
Task Series 1200	Hydraulic Modeling	
	Task 1201	Hydraulic Modeling
	Task 1202	Hydraulic Modeling
	Task 1203	Hydraulic Modeling
	Task 1204	Hydraulic Modeling
Task Series 1300	Hydraulic Modeling	
	Task 1301	Hydraulic Modeling
	Task 1302	Hydraulic Modeling
	Task 1303	Hydraulic Modeling
	Task 1304	Hydraulic Modeling
Task Series 1400	Hydraulic Modeling	
	Task 1401	Hydraulic Modeling
	Task 1402	Hydraulic Modeling
	Task 1403	Hydraulic Modeling
	Task 1404	Hydraulic Modeling
Task Series 1500	Hydraulic Modeling	
	Task 1501	Hydraulic Modeling
	Task 1502	Hydraulic Modeling
	Task 1503	Hydraulic Modeling
	Task 1504	Hydraulic Modeling
Task Series 1600	Hydraulic Modeling	
	Task 1601	Hydraulic Modeling
	Task 1602	Hydraulic Modeling
	Task 1603	Hydraulic Modeling
	Task 1604	Hydraulic Modeling
Task Series 1700	Hydraulic Modeling	
	Task 1701	Hydraulic Modeling
	Task 1702	Hydraulic Modeling
	Task 1703	Hydraulic Modeling
	Task 1704	Hydraulic Modeling
Task Series 1800	Hydraulic Modeling	
	Task 1801	Hydraulic Modeling
	Task 1802	Hydraulic Modeling
	Task 1803	Hydraulic Modeling
	Task 1804	Hydraulic Modeling
Task Series 1900	Hydraulic Modeling	
	Task 1901	Hydraulic Modeling
	Task 1902	Hydraulic Modeling
	Task 1903	Hydraulic Modeling
	Task 1904	Hydraulic Modeling
Task Series 2000	Hydraulic Modeling	
	Task 2001	Hydraulic Modeling
	Task 2002	Hydraulic Modeling
	Task 2003	Hydraulic Modeling
	Task 2004	Hydraulic Modeling
Task Series 2100	Hydraulic Modeling	
	Task 2101	Hydraulic Modeling
	Task 2102	Hydraulic Modeling
	Task 2103	Hydraulic Modeling
	Task 2104	Hydraulic Modeling
Task Series 2200	Hydraulic Modeling	
	Task 2201	Hydraulic Modeling
	Task 2202	Hydraulic Modeling
	Task 2203	Hydraulic Modeling
	Task 2204	Hydraulic Modeling
Task Series 2300	Hydraulic Modeling	
	Task 2301	Hydraulic Modeling
	Task 2302	Hydraulic Modeling
	Task 2303	Hydraulic Modeling
	Task 2304	Hydraulic Modeling
Task Series 2400	Hydraulic Modeling	
	Task 2401	Hydraulic Modeling
	Task 2402	Hydraulic Modeling
	Task 2403	Hydraulic Modeling
	Task 2404	Hydraulic Modeling
Task Series 2500	Hydraulic Modeling	
	Task 2501	Hydraulic Modeling
	Task 2502	Hydraulic Modeling
	Task 2503	Hydraulic Modeling
	Task 2504	Hydraulic Modeling
Task Series 2600	Hydraulic Modeling	
	Task 2601	Hydraulic Modeling
	Task 2602	Hydraulic Modeling
	Task 2603	Hydraulic Modeling
	Task 2604	Hydraulic Modeling
Task Series 2700	Hydraulic Modeling	
	Task 2701	Hydraulic Modeling
	Task 2702	Hydraulic Modeling
	Task 2703	Hydraulic Modeling
	Task 2704	Hydraulic Modeling
Task Series 2800	Hydraulic Modeling	
	Task 2801	Hydraulic Modeling
	Task 2802	Hydraulic Modeling
	Task 2803	Hydraulic Modeling
	Task 2804	Hydraulic Modeling
Task Series 2900	Hydraulic Modeling	
	Task 2901	Hydraulic Modeling
	Task 2902	Hydraulic Modeling
	Task 2903	Hydraulic Modeling
	Task 2904	Hydraulic Modeling
Task Series 3000	Hydraulic Modeling	
	Task 3001	Hydraulic Modeling
	Task 3002	Hydraulic Modeling
	Task 3003	Hydraulic Modeling
	Task 3004	Hydraulic Modeling
Task Series 3100	Hydraulic Modeling	
	Task 3101	Hydraulic Modeling
	Task 3102	Hydraulic Modeling
	Task 3103	Hydraulic Modeling
	Task 3104	Hydraulic Modeling
Task Series 3200	Hydraulic Modeling	
	Task 3201	Hydraulic Modeling
	Task 3202	Hydraulic Modeling
	Task 3203	Hydraulic Modeling
	Task 3204	Hydraulic Modeling
Task Series 3300	Hydraulic Modeling	
	Task 3301	Hydraulic Modeling
	Task 3302	Hydraulic Modeling
	Task 3303	Hydraulic Modeling
	Task 3304	Hydraulic Modeling
Task Series 3400	Hydraulic Modeling	
	Task 34	

	Total Hours	Total Cost	Expenses	Subcontracts	Subtotal
50	1	17,500.00	3,461.00	-	3,461.00
51	1	15,817.00	2,237.00	-	2,237.00
52	1	15,817.00	2,237.00	-	2,237.00
53	1	4,417.00	268.00	-	268.00
54	1	4,417.00	268.00	-	268.00
55	1	7,736.00	1,022.00	-	1,022.00
56	1	7,736.00	1,022.00	-	1,022.00
57	1	4,417.00	268.00	-	268.00
58	1	4,417.00	268.00	-	268.00
59	1	40,936.00	5,364.00	-	5,364.00
60	1	40,936.00	5,364.00	-	5,364.00
61	1	3,043.00	3,043.00	-	3,043.00
62	1	3,043.00	3,043.00	-	3,043.00
63	1	11,250.00	2,256.00	-	2,256.00
64	1	11,250.00	2,256.00	-	2,256.00
65	1	21,060.00	1,433.00	-	1,433.00
66	1	21,060.00	1,433.00	-	1,433.00
67	1	28,860.00	2,254.00	-	2,254.00
68	1	28,860.00	2,254.00	-	2,254.00
69	1	3,043.00	7.00	8.20	11.20
70	1	3,043.00	7.00	8.20	11.20
71	1	96,939.00	5,569.00	8,250.00	138,747.00
72	1	96,939.00	5,569.00	8,250.00	138,747.00
73	1	78,075.00	1,584.00	-	1,584.00
74	1	78,075.00	1,584.00	-	1,584.00
75	1	3,468.00	3,468.00	-	3,468.00
76	1	3,468.00	3,468.00	-	3,468.00
77	1	260,107.00	6,022.00	-	6,022.00
78	1	260,107.00	6,022.00	-	6,022.00
79	1	18,211.00	3,864.00	-	3,864.00
80	1	18,211.00	3,864.00	-	3,864.00
81	1	4,271.00	1,008.00	-	1,008.00
82	1	4,271.00	1,008.00	-	1,008.00
83	1	4,125.00	82.00	-	82.00
84	1	4,125.00	82.00	-	82.00
85	1	7,856.00	131.00	-	131.00
86	1	7,856.00	131.00	-	131.00
87	1	23,027.00	481.00	-	481.00
88	1	23,027.00	481.00	-	481.00
89	1	11,119.00	1,119.00	-	1,119.00
90	1	11,119.00	1,119.00	-	1,119.00
91	1	11,127.00	224.00	-	224.00
92	1	11,127.00	224.00	-	224.00
93	1	16,233.00	341.00	-	341.00
94	1	16,233.00	341.00	-	341.00
95	1	41,156.00	823.00	-	823.00
96	1	41,156.00	823.00	-	823.00
97	1	41,156.00	823.00	-	823.00
98	1	41,156.00	823.00	-	823.00
99	1	41,156.00	823.00	-	823.00
2082	\$	531,043.00	\$ 17,288.00	8,250.00	556,851.00



Legend

Eastern Shores Alignment	NWI Riparian
Main Alignment	NWI East
Alternatives	Parks
NHWD Waterbody	100-year Flood Zone
USFWS Critical Habitat	500-year Flood Zone

Chatfield Pump Back Project

Exhibit C - Project Area Overview

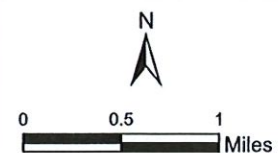


EXHIBIT C-3

CONSULTANT'S UPDATED CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

12/1/2025

DATE (MM/DD/YYYY)

10/31/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:	
	PHONE (A/C, No. Ext): FAX (A/C, No):	
INSURED 1334921 BURNS & MCDONNELL ENGINEERING COMPANY, INC. PO BOX 419173 KANSAS CITY MO 64141-6173 LEBRASSE, KYLE	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Liberty Mutual Fire Insurance Company	23035
	INSURER B : Westchester Fire Insurance Company	10030
	INSURER C : Steadfast Insurance Company	26387
	INSURER D :	
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 18865889**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	N	TB2-641-432888-474	12/1/2024	12/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	N	AS2-641-432888-044	12/1/2024	12/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$	N	N	G21986410020	12/1/2024	12/1/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC2-641-432888-014	12/1/2024	12/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROFESSIONAL LIABILITY	N	N	EOC 7042179-04	12/1/2024	12/1/2025	\$2,000,000 PER CLAIM; \$2,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

RE: B&M PN TBD. TOWN OF CASTLE ROCK CHATFIELD PUMP BACK PROJECT. THE TOWN OF CASTLE ROCK, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES AND VOLUNTEERS, ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, AS REQUIRED BY WRITTEN CONTRACT. THIRTY (30) DAYS NOTICE OF CANCELLATION BY THE INSURER WILL BE PROVIDED TO THE CERTIFICATE HOLDER, TEN (10) DAYS NOTICE IN THE EVENT OF NONPAYMENT OF PREMIUM).

CERTIFICATE HOLDER**CANCELLATION**

18865889
TOWN OF CASTLE ROCK
A COLORADO MUNICIPAL CORPORATION
100 N. WILCOX STREET
CASTLE ROCK CO 80104

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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